

May 26, 2006

Re: RFP # DCJS 06- 05

To All Potential Offerers:

You are invited to submit a proposal in accordance with requirements set forth in the attached Request for Proposals (RFP) issued by the Department of Criminal Justice Services (DCJS). The Commonwealth is requesting proposals for the design of a Model/Template on the topic of "Regional Training for Mutual Aid Incidents"

Original proposals, signed by your contractually binding authority, plus three (3) additional copies, must be received by the issuing agency no later than Friday July 14, 2006, 3:00 PM.

An **OPTIONAL PRE-PROPOSAL CONFERENCE** will be held at the Department of Criminal Justice Services, 202 North 9th Street Richmond, Virginia on June 14, 2006 at 11:00 AM – 1:00 PM See page 6, section VI of the RFP for details.

Offerors outside of the Richmond Metro area will also have the option of a tele-conference. There will be a limited number of lines available. If you are interested in this option please contact Susan McNeil (804) 786-0036 with any questions and /or to reserve a line

All inquiries related to the RFP must be submitted in writing to:

Commonwealth of Virginia
Department of Criminal Justice Services
Attn: Susan McNeil
202 North 9th Street., 10th floor
Richmond, Virginia 23219

To assure prompt delivery, please mark envelopes "Questions concerning RFP # DCJS 06-05". E-mail inquiries may be sent to susan.mcneil@dcjs.virginia.gov. Verbal inquiries are discouraged.

Susan McNeil, CPPB, VCO
Procurement Officer

Attachment: RFP# DCJS 06-05

REQUEST FOR PROPOSALS

Issue date: May 26, 2006

RFP# DCJS 06-05

Title: Regional Training for Mutual Aid Incidents

Commodity Code: 91893

Issuing and Using Agency: The Department of Criminal Justice Services
Attn: Susan McNeil
202 North 9th Street, 10th floor
Richmond, Virginia 23219

Initial Period of Contract: Date of Award through December 31 2006.

Sealed proposals will be received until: Friday July 14, 2006, 3:00 PM

For furnishing the services described herein: All inquiries for information should be directed to ISSUING AGENCY, that address is listed above, and phone contact is Susan McNeil at (804) 786-0036.

SEND ALL PROPOSALS DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. If proposals are hand delivered or sent by courier they should be delivered to: The Department of Criminal Justice Services, 202 North 9th Street, 10th floor, Richmond, VA 23219. The RFP number, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated in Section X, Pricing Schedule. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed purchase order is received by the contractor from the Agency. Any work relative to this solicitation performed by the vendor prior to receiving a formal signed purchase order shall be at the vendor's own risk and shall not be subject to reimbursement by the Agency.

NAME AND ADDRESS OF FIRM:

Date: _____

By: _____

(Signature in Ink)

_____ Zip Code: _____

Name: _____

(Please Print)

FEI/FIN No. _____

Fax Number() _____

Minority-Owned Business () Yes () No

Women-Owned: () Yes () No

PREPROPOSAL CONFERENCE: A optional pre-proposal conference will be held on Wednesday, June 14, 2006, 11:00 AM – 1:00 PM at The Department of Criminal Justice Services. Reference: Page 6, Section VI.

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I. PURPOSE:

The purpose of this solicitation is to establish a contract through competitive negotiations using Best Value Acquisition procedures with an entity that has demonstrated a capacity to design a Model/Template on the topic of "Regional Training for Mutual Aid Incidents." The Model/Template will incorporate the development of Mutual Aid agreements, National Incident Management Systems (NIMS) and Incident Command Systems (ICS). The Model/Template will be administered and approved under the supervision of the Department of Criminal Justice Services (DCJS), an agency of the Commonwealth of Virginia. Once developed, the Model/Template on the topic of Regional Training for Mutual Aid Incidents will be instructed to a designated group of law enforcement personnel at three (3) training events throughout the Commonwealth.

The preferable term on this contract is from date of award through December 31, 2006, but may be extended through May 2007 with all work completed and paid for by the ending month of the funding source. Funding for the project shall not exceed \$80,000 and is dependent upon approval by the Department of Criminal Justice Services.

II. BACKGROUND:

The Office of Commonwealth Preparedness (OCP) allocated through the State Homeland Security Program (SHSP) the 2005 grant designated to provide equipment, training, planning, and exercises for first responders to develop better preparedness to prevent, respond to and recover from potential acts of terrorism. DCJS has elected to expend the SHSP funds on the development of a Model/Template on the topic of "Regional Training for Mutual Aid Incidents". In the past training was developed in the arena of Incident Management and Disaster Preparedness. This training was developed and administered as a State and Local Anti-Terrorism Training (SLATT) endeavor and presented as a Train-the-Trainer course instructing police officers on how to train other officers. The target audience for the Regional Training for Mutual Aid Incidents will be directed toward City Managers, Sheriff, Chiefs of Police, County Administrators, Private Security Directors, and University and College Administrators.

III. STATEMENT OF NEED

The contractor shall furnish all labor and resources needed to develop The Model/Template on "Regional Training for Mutual Aid Incidents".

A. This work includes, but is not limited to, the following components:

1. Design a Model/Template on the topic of Regional Training for Mutual Aid Incidents that can be utilized to train law enforcement administrators.
2. The Template shall be designed for the administration and development of mutual aid agreements between law enforcement agencies
3. The focus of the Model/Template is the training application of different size agencies/communities for different relationships i.e. large agency-small agency, law enforcement agency-security force; law enforcement agency-campus force; and police-sheriff agency.
4. The Model/Template shall also encompass National Incident Management Systems (NIMS) and Incident Management System (ICS) principles, and address liability issues of Mutual Aid Agreements.
5. Develop Model/Template training curriculum to be administered in three (3) locations within the Commonwealth of Virginia.
6. Contractor will work with DCJS to identify best locations for administration of regional training at three (3) locations.

7. Present training of the approved Model/Template on Regional Training for Mutual Aid Incidents utilizing approved instructors provided by contractor
 8. Complete follow-up participant evaluations of each training session.
 9. Submit detailed work plan outlining steps and procedures to ensure completion of all task within allotted grant period.
 10. Model/Template developed by contractor will become the property of DCJS once grant is completed.
- B. Agencies, organizations and persons responding to this solicitation are encouraged to be innovative and comprehensive in describing how they will accomplish these tasks.
- C. The preferable term of this contract is from date of award through December 31, 2006, but may be extended through mid March 2007 with all work completed and paid for by the ending month of the funding source. Funding for this project shall not exceed \$80,000 and is dependent upon approval by the Department of Criminal Justice Services (DCJS).

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the issuing Purchasing Agency. The offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. The original proposal must be clearly marked "original." All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or which lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically with a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the rest of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall with any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - e. Ownership of all data, materials and documentation originated and prepared for the state pursuant to the RFP shall belong exclusively to the state and be subject to public inspection in

accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 1152D of the Code of Virginia in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The outside of the proposal must be marked to denote that proprietary information is contained in the documents. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitutes trade secret or proprietary information. The classifications of an entire proposal document, line item prices or total proposal prices as proprietary or trade secrets are not acceptable and will result in rejection and return of the proposal.

- f. All proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes or packages:

From: Name of Vendor

Street or P.O. Box number

City, State, Zip Code

Due date: July 14, 2006, 3:00 PM

RFP Number DCJS 06-05

ORAL PRESENTATION:

3. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the state agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing state agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that DCJS may properly evaluate your capacity and ability to provide the required goods and services. Offerors are required to submit the following items as a complete proposal, which includes the items listed below:

1. The return of the entire original solicitation, cover sheet and all addenda, if any, signed and completed as required plus three (3) copies.
2. A description of the methods that will be used to accomplish the Regional Training for Mutual Aid program. Also, indicate the stakeholders who will be involved.
3. Description of how the training will be implemented to achieve three (3) trainings within the allotted grant period.
4. Description of what training methods will be used to ensure outcomes are achieved.
5. Description of how National Incident Management System (NIMS) and Incident Command System (ICS) principles will be implemented within the training model.
6. Resumes and credentials of potential trainers for proposed training sessions.
7. Work plan that includes a detailed time line for completion of tasks. The work plan should include a breakdown of costs.

8. Copies of training materials/documents (i.e. training manuals, guidance documents, Mutual Aid Agreements, etc.) your organization has produced that are similar to those that are proposed in this project.
9. Two (2) references, client companies (if available), for whom you have provided similar services or comparable services to those specified in this solicitation. Include the company names, addresses, phone numbers, contact names and a description of the services provided for each reference.

V. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals will be evaluated by the Department of Criminal Justice Services using the following criteria and are of equal importance:

1. Experience
2. Staff Qualifications
3. Previous projects where Mutual Aid Agreements were developed

B. AWARD CRITERIA:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included above. Negotiations shall be conducted with offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror selected, the agency shall select the offeror, which, in its opinion, has made the best proposal and shall award the contract to that offeror. The state may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 1165D, Code of Virginia.) Should the state determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

VI. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be on Wednesday June 14, 2006, 11:00 AM – 1:00 PM at the Department of Criminal Justice Services, 202 North 9th Street, Richmond, Virginia, 7th floor conference room, check in with the receptionist on the 5th floor. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

No one will be allowed in the conference after 11:00 AM. so please allow time for parking and be aware that is parking is limited in the downtown Richmond area.

While attendance at the conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Offerors outside of the Richmond Metro area will also have the option of a tele-conference. There will be a limited number of lines available. If you are interested in this option please contact Susan McNeil (804) 786-0036 with any questions and /or to reserve a line

VII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1.above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D.**ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs**
1. **(For Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services s contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - a. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - b. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the

date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- R. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

Effective until July 1, 2003, the Commonwealth will direct AMS not to invoice for the 1% transaction fee for orders issued during the period July 1, 2002, through June 30, 2003, to allow additional time for vendors to become electronically enabled. AMS will continue to invoice for transaction fees accrued prior to July 1, 2002. To enable vendors to analyze the future impact of transaction fees, AMS will issue "no pay" invoices for transaction fees that would normally accrue during the period of July 1, 2002, through June 30, 2003. For contracts that extend beyond June 30, 2003, contractors may request price adjustments to incorporate the eVA transaction fee, as provided in the Price Escalation/De-escalation clause in the Special Terms and Conditions of the contract.

3. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

VII. SPECIAL TERMS AND CONDITIONS:

1. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
2. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
3. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
4. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 3 successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

VIII. METHOD OF PAYMENT:

Payment shall be made 30 days after receipt of a valid invoice and successful completion of the solicitation. Payment schedules may be negotiated as part of the RFP. Invoices must be submitted to The Department of Criminal Justice Services, Attention: Accounts Payable, 202 North 9th Street, 10th Floor, Richmond, VA 23219.

IX. PRICING SCHEDULE:

Please provide your proposed pricing for the project to include a work plan that includes a time line for completion of tasks and a breakdown of costs.